REMARKS

The applicant respectfully requests reconsideration in view of the following remarks. Claims 1-7 have been rejected under 35 U.S.C. 102(b) as being anticipated by Fischer et al., US 5,212,269 ("Fischer"). Claims 1-15, 17-19, 23, and 25-28 are rejected under 35 U.S.C. 103(a) as being unpatentable over WO 2002/077060 cited with equivalent US 7,288,617 (Treacher et al.) in combination with US 2003/0164499 (Chen et al.) as evidenced by US 5,650,456 (Yun et al.). Treacher is cited at pages 1, 5 and 12 of the specification. The applicant respectfully traverses these rejections.

102 (b) Rejection

Claims 1-7 have been rejected under 35 U.S.C. 102(b) as being anticipated by Fischer. The Examiner stated in the Office Action that Fischer teaches conjugated polymer. This statement is not correct. As the Examiner correctly stated that Fischer discloses a polymer of the following formula:

-(-Sp-D-B-A_n-)-.

As stated in the specification of Fischer (column 2, lines 64ff.), "Sp is a spacer group between monomers or chromophores that is not **conjugated**". Also units D and A (as disclosed in column 3, lines 43-57) are not conjugated.

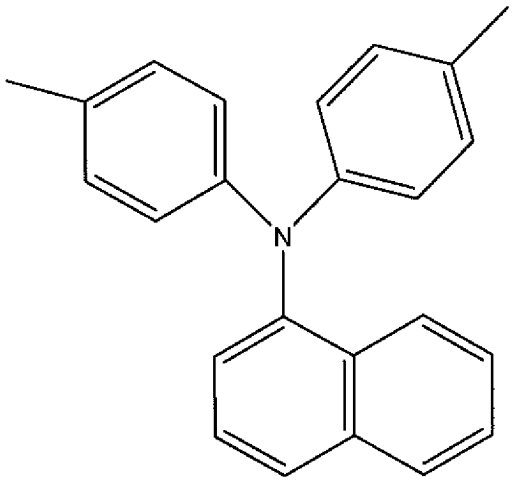
As a consequence of the above, the polymer of Fischer is a non-conjugated polymer, having 3 non-conjugated units (Sp, D and A) and only 1 conjugated unit (B).

In contrast to the disclosure of Fischer, according to the applicant's claim 1 only "conjugated polymers, oligomers and dendrimers" are claimed, which do not only contain a conjugated unit, but are conjugated in total. For the above reasons, this rejection should be withdrawn.

103 Rejection

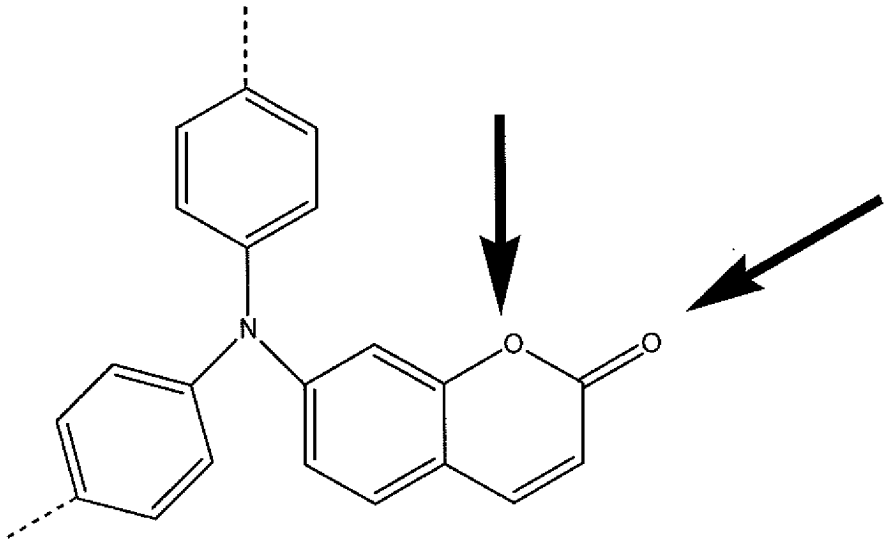
Claims 1-15, 17-19, 23, and 25-28 are rejected under 35 U.S.C. 103(a) as being unpatentable over Treacher in combination with Chen as evidenced by Yun.

Treacher is cited at pages 1, 5 and 12 of the specification. The applicant discusses the advantages of the polymers of Treacher. At page 12, the applicant notes that Treacher does not contain formula (I). The Examiner acknowledges this on page 4 of the office action in the last paragraph. The Examiner states that the only difference between Structures (III) and (21) is that Treacher's polymer has phenyl or naphthalene fragments instead of Coumarines' one of the application. These behave differently. Stuctures (III) according to Treacher could be



Formula (III)

The applicant's claim formula (21) may be structural similarity between this unit of formula (III) and the unit of formula (21), however there are the following differences indicated below:



Formula (21)

Nevertheless, even if there is a structural similarity, both units differ significantly with respect to their properties. This can be seen from the fact that, even if both units are used in polymers as part of OLEDs, as stated by the Examiner, the unit of formula (III) is used as a "hole-transporting unit" (see col. 6, lines 40-65) whereas the unit of formula (21) of the present application is used as a "light emitting unit".

Due to the differences pointed out above, it is not obvious for a person skilled in the art, to use the materials disclosed by Chen as well as Yun which are so-called "small molecules", as units in the polymer of Treacher.

Furthermore, according to example 4 of the present application, an inventive polymer P1 is compared with a comparative polymer V1. The Examiner will note, that both polymers contain 10 mol% of a monomer unit M3 (i.e. triarylamine unit) which is similar to the unit of

formula (1) as disclosed by Treacher. Both polymers only differ in that the inventive polymer P1 comprises 10 mol% of the inventive monomer "CUM1" (see f at page 16 of the applicant's specification) whereas the comparative polymer V1 comprises 10 mol% of monomer unit "M4". Both polymers differ significantly, as can be seen from example 7 of the present application together with figure 1. The inventive monomer units are therefore suitable for significantly increasing the photostability and thus the lifetime of blue conjugated polymers. This result is not obvious with respect to the cited prior art, especially with respect to the fact that the comparative polymer comprises units as disclosed by Treacher.

A statement that modifications of the prior art to meet the claimed invention would have been "obvious to one of ordinary skill in the art at the time the invention was made" because the references relied upon teach that all aspects of the claimed invention were individually known in the art is not sufficient to establish a *prima facie* case of obviousness without some objective reason to combine the teachings of the references. *Ex parte Levengood*, 28 USPQ2d 1300 (Bd. Pat. App. & Inter. 1993). See MPEP § 2143.01 IV. "[R]ejections on obviousness cannot be sustained by mere conclusory statements; instead, there must be some articulated reasoning with some rational underpinning to support the legal conclusion of obviousness." *KSR International Co. v. Teleflex Inc.*, 82 USPQ2d 1385, 1396 (2007) quoting *In re Kahn*, 441 F.3d 977, 988 (Fed. Cir. 2006). Furthermore, the Examiner cannot selectively pick and choose from the disclosed parameters without proper motivation as to a particular selection. The mere fact that a reference may be modified to reflect features of the claimed invention does not make the modification, and hence the claimed invention, obvious unless the prior art suggested the desirability of such modification. *In re Mills*, 916 F.2d 680, 682, 16 USPQ2d 1430 (Fed. Cir. 1990); *In re Fritch*, 23 USPQ2d 1780 (Fed. Cir. 1992). Thus, it is impermissible to simply engage in a hindsight reconstruction of the claimed invention where the reference itself provides no teaching as to why the applicant's combination would have been obvious. *In re Gorman*, 933 F.2d 982, 987, 18

USPQ2d 1885, 1888 (Fed. Cir. 1991). For the above reasons, this rejection should be withdrawn.

In view of the above amendment, applicant believes the pending application is in condition for allowance.

A one month extension has been paid. Applicant believes no additional fee is due with this response. However, if a fee is due, please charge our Deposit Account No. 03-2775, under Order No. 14113-00011-US from which the undersigned is authorized to draw.

Dated: April 13, 2009

Respectfully submitted,

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